



REGION 4 UTAH ACQUISITION SUPPORT CENTER INSTRUCTIONAL COVER SHEET

ISSUING OFFICE:

U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE
UTAH ACQUISITION SUPPORT CENTER
2222 WEST 2300 SOUTH
SALT LAKE CITY, UT 84119
FAX (801) 975-3483

SOLICITATION NO. **AG-84N8-S-12-0140**

OFFERS ARE SOLICITED FOR: **Vernal Recreation Warehouse Heat Tape & Chepeta Fire Cache Unit Heater w/Gas & Electric - Ashley NF**
This project is set aside 100% for small business

IMPORTANT – NOTICE TO OFFEROR:

AT A MINIMUM, OFFEROR SHALL SUBMIT THE FOLLOWING DOCUMENTS BACK WITH THEIR RESPONSE TO THIS SOLICITATION:

1. SF-1442 – SOLICITATION, OFFER AND AWARD FOR CONSTRUCTION (Complete, date, and sign)
2. Section B – Schedule of Items. (Complete Unit Price and Amount)
3. Experience and Equipment Questionnaire
4. Representations and Certifications
5. AGAR ADVISORY

IT IS REQUIRED YOU WRITE THE SOLICITATION NUMBER ON THE OUTSIDE OF YOUR ENVELOPE OR FAX COVERSHEET.

Return to: **USFS - Region 4 - Utah Acquisition Support Center**
ATTN: Tamera Draper
2222 West 2300 South
Salt Lake City, UT 84119
Solicitation No. AG-84N8-S-12-0140

Please keep a copy of your quote for your records.

IT IS REQUIRED THAT ALL CONTRACTOR'S BE REGISTERED IN THE CENTRAL CONTRACTOR REGISTRATION DATABASE PRIOR TO AWARD UNDER THIS SOLICITATION. SEE CLAUSE 52.204-7 CENTRAL CONTRACTOR REGISTRATION FOR DETAILS ON HOW TO APPLY.

ALL SOLICITATIONS SHALL BE ISSUED THROUGH THE GSTC WEBSITE ([HTTP://WWW.FS.FED.US/GSTC/CONTRACTING/](http://www.fs.fed.us/gstc/contracting/)). NO PAPER SOLICITATIONS SHALL BE ISSUED. IT IS THE OFFERORS RESPONSIBILITY TO WATCH FOR ANY AND ALL AMENDMENTS TO THE SOLICITATION, WHICH SHALL BE ISSUED ELECTRONICALLY THROUGH THE GSTC WEBSITE.

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. AG-84N8-S-12-0140	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 08/6/2012	PAGE OF PAGES 2 of 35

IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.		5. REQUISITION/PURCHASE REQUEST NO. 601008	6. PROJECT NO.
7. ISSUED BY FS-Utah Acquisition Support Center 2222 West 2300 South Salt Lake City, UT 84119	CODE	8. ADDRESS OFFER TO FS-Utah Acquisition Support Center ATTN: Tamera Draper 2222 West 2300 South Salt Lake City, UT 84119	
9. FOR INFORMATION CALL: ➔	A. NAME Tamera Draper	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 801.975.3370	

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder."

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):**Vernal Recreation Warehouse Heat Tape & Chepeta Fire Cache Unit Heater w/Gas & Electric - Ashley NF****Section C – Description/Specifications/Statement of Work****Section J – Attachments****FAR 36.204 Disclosure of the magnitude of construction projects.**

This project is estimated to be in the following price range: Less than \$25,000

Quotes due August 24, 2012 by 1:00 p.m. Local Time. Offerors may be mailed/delivered to the address in Box 8 or faxed to 801.975.3483, ATTN: Tamera Draper. This Solicitation has been set aside 100% for Small Business.11. The Contractor shall begin performance within 10 calendar days and complete it within 60 calendar days after receiving
☐ award, ☒ notice to proceed. This performance period is ☐ mandatory, ☒ negotiable. (See 15.)12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS?
(If "YES," indicate within how many calendar days after award in Item 12B.)
☒ YES ☐ NO12B. CALENDAR DAYS
10 Calendar days**13. ADDITIONAL SOLICITATION REQUIREMENTS:**

- A. Sealed, original offers are due at the place specified in Item 8 by **1:00 p.m.** local time on August 24, 2012. Sealed envelopes containing offers shall be marked showing the offeror's name, address, solicitation number, and the date and time offers are due.
- B. An offer guarantee ☐ is, ☒ is not required.
- C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
- D. Offers providing less than 15 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)

15. TELEPHONE NO. (Include area code)

16. REMITTANCE ADDRESS (Include only if different than Item 14)

CODE FACILITY CODE

17. The offeror agrees to perform the work at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government within _____ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.

AMOUNTS →

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS

The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each

AMENDMENT NO.

DATE

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER
(Type or print)

20B. SIGNATURE

20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN
(4 copies unless otherwise specified) →

ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

☐ 10 U.S.C. 2304(c)()☐ 41 U.S.C. 253(c)()

26. ADMINISTERED BY

CODE

84N8

27. PAYMENT WILL BE MADE BY

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration slated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this



29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)

31A. NAME OF CONTRACTING OFFICER (Type or print)

30B. SIGNATURE

30C. DATE

31B. UNITED STATES OF AMERICA

31C. AWARD DATE

BY

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

USDA Forest Service

SCHEDULE OF ITEMS**VERNAL RECREATION WAREHOUSE HEAT TAPE &
CHEPETA FIRE CACHE UNIT HEATER w/ GAS & ELECTRIC**

ITEM NUMBER	DESCRIPTION	METHOD OF MEAS.	UNIT	QTY.	PRICE	TOTAL
000001	Heat Tape Installation, with associated Electrical	Job	LS	1		
000002	Unit Heater, with associated Gas Line and Electrical	Job	LS	1		
Total Bid:					\$	

B.1 PROJECT LOCATION

The project is located in the Vernal Ranger District Vernal Ranger District of the Ashley National Forest, Uintah County, in Section 26, T 4 S, R 21 E Salt Lake Meridian. It is located within the city limits of Vernal, UT at 500 East 252 South.

B.2 INSPECTION OF WORKSITE

The contractor acknowledges they have taken the necessary steps to ascertain the nature and location of work, and have investigated and satisfied themselves as to the general and local conditions that can affect the work or its cost. Any failure of the contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from the responsibility of estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expenses to the government.

B.3 PRE-BID SITE VISIT

A pre-bid site visit is planned for Thursday, August 16th, 2012 at 1:00pm. Interested parties should plan to meet at the site at this time.

B.4 START DATE and CONTRACT TIME

The anticipated start date will be immediately upon contract award. The contract will need to be completed in 60 calendar days and work will begin immediately after issuance of the Notice to Proceed.

B.5 FAR 36.204 -- Disclosure of the Magnitude of Construction Projects.

The Government Estimate for this Construction Project is:

(a) Less than \$25,000.

Name of Company (please print):_____

Signature of Company Agent:_____

Date:_____

DUNs Number:_____

Tax Identification Number:_____

EXPERIENCE & EQUIPMENT QUESTIONNAIRE**1. Contractor Name, Address, & Telephone Number****EXPERIENCE****3. How many years does *your business* have in the line of work contemplated by this solicitation?****4. How many years' experience in contracting has your business had as a:**

(a) Prime Contractor _____ (b) Sub-contractor _____

Is this time concurrent? [] YES [] NO

5a. List Below all electrical installation projects your business has completed within the last three (3) years:

Contract Amount	Type of Project	Date Completed	Name, Address & Telephone Number of Owner/Person to Contact for Information

5b. List below the Projects that are incomplete:

Contract No.	Dollar Amount of Award	Name, Address & Phone No. of Agency Involved	Percent Completed	Dated Completed

6a. Have you ever Failed to Complete any work awarded to you? [] YES [] NO**6b. Has work ever been completed by performance bond?** [] YES [] NO**6c. If "yes" to either item 6a or 6b specify location(s), reason(s) why and COR: (Attach separate sheet of paper)****EQUIPMENT****7. Number of employees available for this project:****a. Minimum No. of employees _____ & Maximum No. of employees _____****b. Are Employees regularly on your payroll?** [] YES [] NO**8. Specify Equipment available for this project:****9. Estimated Rate of Progress (such as 2.0 acres/man/day):****Minimum Progress Rate: _____ & Maximum Progress Rate: _____****10. List Experience of Employees intended to be used on this project:**

Individual Name	Present Position	Years of Exp.	Magnitude & Type of Work

11. Did the offeror examine the area(s) for which this quote has been submitted? [] YES [] NO**Certification:** I certify that all of the statements made by me are complete and correct to the best of my knowledge. That any persons named as references are authorized to furnish the Forest Service with information needed to verify my capability to perform this project.

Signature _____

Date _____

Section C - Description/Specifications/Statement of Work**GENERAL SPECIFICATIONS****VERNAL RECREATION WAREHOUSE HEAT TAPE****1.1 SCOPE OF CONTRACT****A. This project includes BOTH:**

1. The installation of heat tape along the north side of the Vernal Recreation Warehouse roof, with controls and branch circuit from the existing load center located in the south west corner of the building.
2. The installation of a unit heater, with associated gas lines and electrical, in the Chepeta Fire Cache also located at the Vernal Warehouse.

B. The Contractor shall measure the components and quantities on the site before submitting a bid. A site visit is required.**C. In accordance to the included specifications:****Heat Tape – Vernal Recreation Warehouse; Vernal Warehouse**

1. Install branch circuit to double pole switch and timer from existing Square D “QO” type load center. Breaker shall be QO215EPD with size 0.5” conduit with 2 #14 and 1 #14 equipment ground.
2. Switch shall server as disconnect for the heat tape allowing automatic operation and manual operation of the heat tape.
3. Timer shall provide for manual timed operation of the heat tape bypassing the controller, and shall be installed in parallel with the controller so either will operate the heat tape.
4. Circuit from the switch and timer location shall be size 0.5” conduit with 4 #14 and 1 #14 equipment ground.
5. Controller type and setup are called for in the specifications.

Unit Heater with new Gas Service and Electrical – Chepeta Fire Cache; Vernal Warehouse**D. Electrical Installation**

1. In accordance to the included specifications, install branch circuit to gas fired unit heater from existing Square D “QO” type load center. Breaker shall be QO115 with size 0.5” conduit with 2 #14 and 1 #14 equipment ground. Unit heater shall be installed within site of the load center so no additional disconnect is required. Thermostat shall be compatible with unit heater and shall provide dual temperature control as follows:
 - a. Unoccupied: Default operation, thermostat control set at **40** degrees Fahrenheit.
 - b. Occupied: A single press of a button override will cause the thermostat control to override to **65** degrees Fahrenheit for a period of **2 hours**. A second press of the same button will cause the thermostat to revert to unoccupied settings.

E. Gas Installation

1. In accordance to the included specifications, install gas lines from the new gas meter and gas service provided by Questar Gas. Contractor shall coordinate the installation of the new gas service and gas meter with Questar Gas. Forest Service shall contract with Questar Gas for the new gas service and meter. Forest Service shall pay Questar the connection fees associated with the new gas service and meter.

F. Unit Heater

1. Unit heater shall be suspended off the ceiling of the fire cache building. The Contractor will be responsible for sizing the new heater. **The Contractor shall submit the heater size and model to the Forest Service for approval as part of the bid package.** The area to be heated is approximately 40'x 29'6" x 15' high (these are approximate inside dimensions). The building is a metal insulated building constructed on slab on grade. The Contractor is responsible for visiting the site and getting dimensions prior to bid.

1.2 PROJECT LOCATION

- A. The project is located in the Vernal Ranger District of the Ashley National Forest, Uintah County, in Section 26, T 4 S, R 21 E Salt Lake Meridian. It is located within the city limits of Vernal, UT at 500 East 252 South.

1.3 SITE INFORMATION AND LIMITATIONS

- A. The following site conditions are considered incidental to the contract and the contractor will not be paid directly for any of the following items:
 1. The construction sites are administrative sites and closed to the public. However, the site must remain accessible to Forest Service employees. The Contractor will be responsible for ensuring the site is safe for Forest Service employees.
 2. Water and electricity are available at the site for construction purposes.
 3. Toilet facilities are available at the site.

1.4 TRAFFIC CONTROL AND CONSTRUCTION SIGNING

- A. No work that endangers, interferes, or conflicts with traffic or access to work sites shall be performed until a plan for satisfactory warning and handling of traffic has been submitted by the contractor and approved by the COR and Utah Department of Transportation. Construction signing for traffic control shall conform to the Manual of Uniform Traffic Control Devices (MUTCD). All traffic control signs will be placed in areas adequate for a truck pulling a fifth wheel trailer to be turned around. Contractor shall not be paid directly for this item, rather it will be considered incidental to other items of work listed in the Schedule of Items.

1.5 WORK CAMPS, STAGING AND STORAGE AREAS

- A. Areas for staging operations and storage of materials shall be approved by the CO. The Contractor must request in writing for approval from the CO to stage work trailers on site.
- B. No overnight camping will be allowed on site.

1.6 INSPECTION OF WORKSITE

- A. The contractor acknowledges they have taken the necessary steps to ascertain the nature and location of work, and have investigated and satisfied themselves as to the general and local conditions that can affect the work or its cost. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from the responsibility of estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expenses to the government.

1.7 START DATE

- A. August 2012

1.8 CONTRACT TIME

A. 60 Calendar Days

1.9 MEASUREMENT AND PAYMENT

- A. The work in this section, including all electrical wiring, heat tape and controls, unit heater, gas line and incidentals in other electrical sections, shall be measured and paid for by the following methods as shown in the Schedule of Items:
1. Heat Tape Installation: Lump Sum including full compensation for all labor, materials, and incidentals necessary to complete the work including all wiring and all other incidentals necessary for a functional system.
 2. Unit Heater with Gas Service and Electrical: Lump Sum including full compensation for all labor, materials, and incidentals necessary to complete the work including installation of a new unit heater, all wiring, new gas line from the meter to the unit heater and coordination with the gas company for the installation of the main line to the building and the meter (FS will contract directly with the gas company for the line to the building) and all other incidentals necessary for a functional system.

1.10 SPECIFICATIONS

- A. The following specifications are attached. Some sections in the schedule of items refer to other sections not listed and are subsidiary to, or are included in payment for other pay items in this contract. These items are considered incidental and no additional compensation will be made.

Section 235533 - Fuel-Fired Unit Heaters
Section 238314 - Radiant-Heating Electric Cables
Section 260500 - Common Work Results For Electrical
Section 260519 - Low-Voltage Electrical Power Conductors And Cables
Section 260533 - Raceway And Boxes For Electrical Systems
Section 260553 - Identification For Electrical Systems
Section 262726 - Wiring Devices

END OF SECTION C

August 2012

A pre-bid site visit is planned for Thursday, August 16th at 1:00pm.

SECTION D - Packaging and Marking
(There are no statements under this section)

SECTION E - Inspection and Acceptance**E.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2)(FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): www.acquisition.gov/far/ www.usda.gov/procurement/policy/agar.html

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.246-4 Inspection of Services (AUG 1996)

52.246-12 Inspection of Construction (AUG 1996)

E.2 INSPECTION & ACCEPTANCE

The Government will inspect completed work within 2 work days following notification of completion of the work. Any unacceptable work shall be redone at the Contractor's expense.

E.3 CONTRACTOR INSPECTION REQUIREMENTS (52.246-1) (APR 1984)

The Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the supplies or services furnished under this contract conform to contract requirements, including any applicable technical requirements for specified manufacturers' parts. This clause takes precedence over any Government inspection and testing required in the contract's specifications, except for specialized inspections or tests specified to be performed solely by the Government.

SECTION F - Deliveries or Performance

F.1 CLAUSES INCORPORATED BY REFERENCE (52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): www.acquisition.gov/far/ www.usda.gov/procurement/policy/agar.html

F.2 STOP-WORK ORDER (52.242-15) (AUG 1989)

F.3 PERIOD OF PERFORMANCE (452.211-74) (FEB 1988)

The period of performance of this contract is from issuance of Notice To Proceed and continues for 60 days.

SECTION G - Contract Administration Data**G.1 CONTRACTING OFFICE**

The Utah Acquisition Support Center of the United States Forest Service, Department of Agriculture is responsible for this solicitation, award and administration of the contract. All written correspondence shall reference the contract number and/or solicitation number. Communications shall be directed to:

Contracting Officer, USDA-FS
Utah Acquisition Support Center
2222 West 2300 South, 2nd Floor
Salt Lake City, UT 84119

G.2 CONTRACTING OFFICER'S REPRESENTATIVE

The awarded contract will have a Contracting Officer's Representative (COR) designated by appointment letter.

G.3 SUBCONTRACTS

Before entering into a subcontract covering any part of the work called for, the Contractor shall inform the Contracting Officer and submit information required by the Contracting Officer.

G.4 INVOICES

The vendor will provide an invoice for payment. Each invoice will contain the following information:

1. Name of Contractor
2. Contractor Address
3. Contractor Phone Number
4. Contract Number
5. Date of Delivery or Receipt
6. Itemized List of Supplies or Services Furnished
7. Quantity, Unit Price, and Applicable Discounts
8. Signature of Person Receiving Supplies or Services

An invoice shall be submitted stating total dollar value, supported by receipt copies. The information will be the responsibility of the contractor. Failure to provide this information will result in delayed payment.

G.5 GOVERNMENT-FURNISHED MATERIALS/EQUIPMENT

In the normal course of performance of the resulting contract, Government Furnished Materials (GFM) will not be furnished to the Contractor. However, the Government reserves the right to provide GFM. The Contractor shall follow the instructions of the Contracting Officer's Representative (COR) regarding the disposition of all Government-furnished material and/or property not consumed in performance of the Award. The location (as well as the type, quantity, and description) of GFM will be identified in the Award.

Contractor Transporting: The Contractor, with its own resources, and at no cost to the Government, shall transport all GFM, if any, described on the Award from the Government storage area to the work site indicated in the Award.

Risk and Responsibility: Once accepted, the Contractor assumes the risk and responsibility for the loss or damage to any GFM.

G.6 POST AWARD CONFERENCE (AGAR 452.215-73) (NOV 1996)

A post award conference with the successful offeror(s) is required. It will be scheduled within seven (7) days after the date of contract award. The conference will be held at a location to be determined.

G.7 PERFORMANCE AND PAYMENT BONDS - CONSTRUCTION

In accordance with FAR 52.228-15, Performance and Payment Bonds- Construction, payment protection bonds shall be required according to the amount of award for any award issued that exceeds \$30,000.00.

G.8 ALTERNATIVE PAYMENT PROTECTIONS (52.228-13) (JUL 2000)

The Contractor shall submit one of the following payment protections (if required as part of FAR 52.228-15, Performance and Payment Bonds-Construction):

- (i) Payment Bond
- (ii) An Irrevocable Letter of Credit (ILC)

SECTION H - Special Contract Requirements

H.1 KEY PERSONNEL (452.237-74) (FEB 1988) (TAILORED)

(a) The Contractor shall assign to this contract the following key personnel: Site Superintendent

(b) The Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 2 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 2 calendar days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.

H.2 FIRE PRECAUTIONS

This plan outlines the channels of responsibility for fire prevention and suppression activities and sets up an attack procedure in the event of fire within the Project Area. The Project Area is defined as that area which is in and adjacent to the project rights-of-way and work areas and all roads used in connection with the work.

I. RESPONSIBILITIES

A. Contractor

Fire Suppression

1. It is understood and agreed that the Contractor will do all in his power to prevent and suppress fires on or adjacent to the Project Area, as stipulated in the contract.
2. Is responsible for and will direct all fires activities on the project until relieved by a Forest Officer and will insure that prevention and suppression action are in accordance with contract requirements, including this fire plan. He will delegate the next higher in authority on the job to be responsible for the above activities when he is not on the project.
3. In line with this agreement, men will be supplied from the Contractor's crew to fight fires on the project area up to the total number of men employed by the Contractor as they are needed by the Fire Boss. The Forest Service will make every effort to avoid calling on the Contractor for action on fires outside the Contract project area except in emergencies and will call out all needed available help to control fires in the general area.
4. The Contractor issues that this Fire Plan will be complied with by him and his employees for the duration of the contract.

B. Forest Service District Ranger

1. Is responsible for all fire activities on the Ranger District on which the contract project is located. He or his representative will discuss the fire plan with the Contractor and will discuss with him the equipment and manpower action to be taken when a fire occurs. He will notify the Contractor through the Contracting Officer's Representative (COR) to take correction measures when fire requirements are not complied with.

II. CONTRACTOR'S RESPONSIBILITY WHEN A FIRE OCCURS WITHIN THE CONTRACT PROJECT AREA

- A. He will immediately send the entire contract crew with tools and equipment to the fire and take initial-attack suppression action.
- B. Immediately notify the nearest Forest Service Fire Control Officer or other Forest Service employee of fire location and action taken
- C. Designate a man to act as dispatcher who will handle messages and initiate action upon request until relieved.

III. CONTRACTOR FURNISHED MANPOWER, TOOLS, AND EQUIPMENT REQUIRED ON ALL CONTRACTS (PROJECTS) DURING FIRE SEASON

- A. The Contractor shall furnish to the COR a list of manpower and equipment used on the contract on forms furnished by the Forest Service. Changes in Contractor's personnel shall be reflected in amendment to the list.

Fire Prevention

Smoking. Will be prohibited in the woods during the fire season, May 10 through October 20, except in areas agreed upon by the Contractor and Contracting Officer's Representative. No smoking is permitted while walking or working in the woods.

Refueling Chainsaw/Soil Auger. Refueling will be confined to a six-foot diameter cleared to mineral earth. Chainsaws/soil auger sparks arrester shall be U.S. Forest Service approved, and will be cleaned daily. A size "0" or larger round-pointed shovel with a minimum of a 38-1/2" handle and a fire extinguisher shall be within 10 feet of actual point of chainsaw/soil auger operation.

Burning, Blasting, or Welding. Permit will be required and will contain special stipulations pertinent to the particular job.

Spark Arresters. All internal combustion power equipment used by the Contractor on the project shall be equipped with an approved spark arrester as set forth in the publication of the USDA Forest Service, entitled "Standard 5100-1a for Spark Arresters for Internal Combustion Engines" as amended under date of July 1970, and be listed in the most recent "Spark Arrester Guide" as having been approved as meeting above standard. They shall be cleaned regularly and maintained in satisfactory working condition. The following are exempt from the requirements of the rule:

- (a) Turbo-charged internal combustion engines in which 100 percent of the exhaust gasses pass through a turbo-charged;
- (b) Engines of passenger carrying vehicles and light trucks equipped with a muffler with baffles that are kept in good repair (glass packs are not an approved muffler for wildland work);
- (c) Water pumping equipment used in firefighting.

Spark arresters must comply with all State and Federal fire requirements.

Lunch and Warming Fires. Cooking and warming fires will not normally be permitted and then only by written permit by the COR which contain stipulations regulating use of such fires.

Hand Tools. The Contractor shall furnish one size "0" shovel (38-1/2" handle minimum) or larger, one axe, or pulaski with 26" handle or larger, and one 5 BC or larger rated pressurized fire extinguisher for each truck, each personal vehicle, each tractor, and each grader. For each welder he shall furnish one size "0" shovel and one backpack pump. For each gasoline power tools (power saw, soil auger, etc.), one shovel (38-1/2" handle minimum) and one 8-ounce or larger BC rated chemical-pressurized fire extinguisher.

Contractor shall also furnish any other equipment called for elsewhere in the contract. The shovel and fire extinguisher will be located within 10 feet of the operating chainsaw/power auger.

Storage and Parking Areas. Equipment service area, parking area, and gas and oil drum storage areas will be cleared of all flammable material for a radius of at least fifty feet. These areas must be approved in writing by the Contracting Officer's Representative in advance of use. Small stationary engine sites shall be cleared of flammable material for a radius of at least fifteen feet from such engine.

Fire Tool Box. A red fire tool box will be required to be on each work site while work is being performed. This fire tool box will contain sufficient tools to equip all persons engaged in Contractor's operation. Fire tools shall be used only for suppressing wildfires. Tools shall be stored in fireboxes provided by the Contractor and readily available to employees. Each tool box shall be marked, "Tools for Fire Only." The COR will inspect the fire tool box and then seal the box.

SECTION I - Contract Clauses**I.1 CENTRAL CONTACTOR REGISTRATION (52.204-7) (FEB 2012)**

(a) Definitions. As used in this clause--

"Central Contactor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

"Registered in the CCR database" means that--

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and
- (2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

- (2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

- (1) An offeror may obtain a DUNS number--

- (i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or
- (ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

- (2) The offeror should be prepared to provide the following information:

- (i) Company legal business.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company Physical Street Address, City, State, and Zip Code.
- (iv) Company Mailing Address, City, State and Zip Code (if separate from physical).
- (v) Company Telephone Number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration

or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via CCR accessed through <https://www.acquisition.gov> or by calling 1-888-227-2423, or 269-961-5757.

I.2 CLAUSES INCORPORATED BY REFERENCE (52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): www.acquisition.gov/far/ www.usda.gov/procurement/policy/agar.html

I.3 CONTRACT CLAUSES

52.219-6 Notice of Total Small Business Set-Aside. (NOV 2011)

52.222-3 Convict Labor. (JUN 2003)

52.222-6 Davis-Bacon Act. (JUL 2005)

52.222-7 Withholding of Funds. (FEB 1988)

52.222-8 Payrolls and Basic Records. (JUN 2010)

52.222-9 Apprentices and Trainees. (JUL 2005)

52.222-10 Compliance with Copeland Act Requirements. (FEB 1988)

52.222-11 Subcontracts (Labor Standards). (JUL 2005)

52.222-12 Contract Termination - Debarment. (FEB 1988)

52.222-13 Compliance with Davis-Bacon and Related Act Regulations. (FEB 1988)

52.222-14 Disputes Concerning Labor Standards. (FEB 1988)

52.222-15 Certification of Eligibility. (FEB 1988)

52.222-21 Prohibition of Segregated Facilities. (FEB 1999)

52.222-26 Equal Opportunity. (MAR 2007)

52.222-27 Affirmative Action Compliance Requirements for Construction. (FEB 1999)

52.222-36 Affirmative Action for Workers with Disabilities. (OCT 2010)

52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts. (DEC 2007)

52.223-5 Pollution Prevention and Right-to-Know Information. (MAY 2011)

52.223-6 Drug-Free Workplace. (MAY 2001)

52.224-1 Privacy Act Notification. (APR 1984)

52.224-2 Privacy Act. (APR 1984)

52.225-13 Restrictions on Certain Foreign Purchases. (JUN 2008)

52.232-5 Payments under Fixed-Price Construction Contracts. (SEP 2002)

52.232-18 Availability of Funds. (APR 1984)

52.232-23 Assignment of Claims. (JAN 1986)

52.232-27 Prompt Payment For Construction Contracts. (OCT 2008)

52.232-33 Payment by Electronic Funds Transfer - Central Contractor Registration. (OCT 2003)

52.233-1 Disputes. (JUL 2002)

52.233-3 Protest after Award. (AUG 1996)

52.233-4 Applicable Law for Breach of Contract Claim. (OCT 2004)

52.236-3 Site Investigation and Conditions Affecting the Work. (APR 1984)

52.236-5 Material and Workmanship. (APR 1984)

52.236-6 Superintendence by the Contractor. (APR 1984)

52.236-7 Permits and Responsibilities. (NOV 1991)

52.236-8 Other Contracts. (APR 1984)

52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements. (APR 1984)

52.236-10 Operations and Storage Areas. (APR 1984)

52.236-11 Use and Possession Prior to Completion. (APR 1984)

52.236-12 Cleaning Up. (APR 1984)

52.236-13 Accident Prevention. (NOV 1991)

52.236-14 Availability and Use of Utility Services (APR 1984)

52.236-15 Schedules for Construction Contracts. (APR 1984)

52.236-26 Preconstruction Conference. (FEB 1995)

52.243-1 Changes - Fixed-Price. (AUG 1987)

52.245-1 Government Property. (APR 2012)

52.246-21 Warranty of Construction. (MAR 1994)

52.249-1 Termination for Convenience of the Government (Fixed-Price) (Short Form). (APR 1984)

52.249-10 Default (Fixed-Price Construction). (APR 1984)

452.236-72 Use of Premises. (NOV 1996)

452.236-73 Archaeological or Historic Sites. (FEB 1988)

452.236-74 Control of Erosion, Sedimentation, and Pollution. (NOV 1996)

452.236-77 Emergency Response. (NOV 1996)

52.222-23 Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction. (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for Minority Participation for Each Trade: 5.1

Goals for Female Participation for Each Trade: 6.9

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the *Federal Register* in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the -

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is **Ashley National Forest, Uintah County, Utah.**

(End of provision)

52.225-9 Buy American Act - Construction Materials. (SEP 2010)

(a) *Definitions.* As used in this clause -

"Commercially available off-the-shelf (COTS) item"--

- (1) Means any item of supply (including construction material) that is--
 - (i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);
 - (ii) Sold in substantial quantities in the commercial marketplace; and
 - (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products.

"Component" means an article, material, or supply incorporated directly into a construction material.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

"Cost of components" means -

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

"Domestic construction material" means--

- (1) An unmanufactured construction material mined or produced in the United States;
- (2) A construction material manufactured in the United States, if--
 - (i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or
 - (ii) The construction material is a COTS item.

"Foreign construction material" means a construction material other than a domestic construction material.

"United States" means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. In accordance with 41 U.S.C. 431, the component test of the Buy American Act is waived for construction material that is a COTS item (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

- (2) This requirement does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:
None

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that -

- (i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of

such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) *Request for determination of inapplicability of the Buy American Act.* (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including -

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act or Balance of Payments Program.

(d) *Data.* To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

<u>Construction Material Description</u>	<u>Unit of Measure</u>	<u>Quantity</u>	<u>Price (Dollars)*</u>
<i>Item 1:</i>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____
<i>Item 2:</i>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary. Include other applicable supporting information.

* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

52.232-1 Payments. (APR 1984)

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if -

(a) The amount due on the deliveries warrants it; or

(b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

(End of clause)

52.244-6 Subcontracts for Commercial Items. (DEC 2010)

(a) Definitions. As used in this clause--

"Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or non-developmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)), if the subcontract exceeds \$5,000,000 and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.

(iii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212(a)).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496), if flow down is required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

(ix) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

AGAR 409.471 ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE APPLICANTS *(Reference Appendix #1 for the certification required to be filled out by all offerors)*

(a) This award is subject to the provisions contained in the Consolidated Appropriations Act, 2012 (P.L. No. 112-74), Division E, Sections 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by accepting this award the contractor acknowledges that it –

(1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and

(2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the award, unless a suspending and debarring official of the United States Department of Agriculture has considered suspension or debarment of the awardee, or such officer or agent, based on these convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government.

(b) If the awardee fails to comply with these provisions, the Forest Service may terminate this contract for default and may recover any funds the awardee has received in violation of sections 433 or 434.

(End of Clause)

SECTION J - List of Documents, Exhibits, and Other Attachments

Attachment #1	Project Specifications for:	
	Section 235533 – Fuel-Fired Unit Heaters	3 pages
	Section 238314 – Radiant – Heating Electric Cables	3 pages
	Section 260500 – Common Work Results for Electrical	2 pages
	Section 260519 – Low-Voltage Electrical Power Conductors & Cables	2 pages
	Section 260533 – Raceway and Boxes for Electrical Systems	2 pages
	Section 260553 – Identification for Electrical Systems	2 pages
	Section 262726 – Wiring Devices	3 pages
Appendix #1	AGAR Advisory #104	1 Page
	(This form is to be filled out by the offering contractor and returned with the quote)	
Appendix #2	Wage Determination (Uintah)	2 Pages
	(General Decision Number: UT120002 01/06/2012 UT2)	

SECTION K - Representations, Certifications, and Other Statements of Offerors**K.1 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (52.204-8) (MAR 2012)**

- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **238210**.
- (2) The small business size standard is **\$14.0**.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.
- (2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:
- ☐ (i) Paragraph (d) applies.
- ☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
- (c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:
- (i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--
- (A) The acquisition is to be made under the simplified acquisition procedures in Part 13;
- (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures;
- or
- (C) The solicitation is for utility services for which rates are set by law or regulation.
- (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
- (iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.
- (iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--
- (A) Are not set aside for small business concerns;
- (B) Exceed the simplified acquisition threshold; and
- (C) Are for contracts that will be performed in the United States or its outlying areas.
- (v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, or 2010.
- (vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
- (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

- (x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.
- (xvi) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xvii) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III) This provision applies to solicitations containing the clause at 52.225-3.
- (A) If the acquisition value is less than \$25,000, the basic provision applies.
- (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
- (C) If the acquisition value is \$50,000 or more but is less than \$77,494, the provision with its Alternate II applies.
- (D) If the acquisition value is \$77,494 or more but is less than \$100,000, the provision with its Alternate III applies.
- (xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
- (xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.
- (xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran--Representation and Certification. This provision applies to all solicitations.
- (xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to--
- (A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and
- (B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

☐ (i) 52.219-22, Small Disadvantaged Business Status.

☐ (A) Basic.

☐ (B) Alternate I.

☐ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

☐ (iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

☐ (iv) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services--Certification.

☐ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

☐ (vi) 52.227-6, Royalty Information.

☐ (A) Basic.

☐ (B) Alternate I.

☐ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website accessed through <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below (offeror to insert changes, identifying change by clause number, title, date). These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause Title Date Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

K.2 BIOBASED PRODUCT CERTIFICATION (52.223-1) (DEC 2007)

K.3 SIZE STANDARD AND NAICS CODE INFORMATION (452.219-70) (SEP 2001)

The North American Industrial Classification System Code(s) and business size standard(s) describing the products and/or services to be acquired under this solicitation are listed below:

Contract line item(s): All Line Items

- NAICS Code 238210
- Size Standard \$14.0

SECTION L - Instructions, Conditions, and Notices to Offerors or Respondents**L.1 INSTRUCTIONS TO OFFERORS – COMPETITIVE ACQUISITION (52.215-1) (JAN 2004)**

(a) *Definitions.* As used in this provision -

Discussions are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

In writing, writing, or written means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

Proposal modification is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

Proposal revision is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

Time, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) *Submission, modification, revision, and withdrawal of proposals.* (1) Unless other methods (*e.g.*, electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show -

- (i) The solicitation number;
- (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
- (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
- (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
- (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) *Submission, modification, revision, and withdrawal of proposals.* (i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is late and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and -

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall -

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed - in whole or in part - for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of - or in connection with - the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets (*insert numbers or other identification of sheets*); and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) *Contract award.* (1) The Government intends to award a contract or contracts resulting from this solicitation to the

responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

- (2) The Government may reject any or all proposals if such action is in the Government's interest.
- (3) The Government may waive informalities and minor irregularities in proposals received.
- (4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
- (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:
 - (i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
 - (ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
 - (iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
 - (iv) A summary of the rationale for award.
 - (v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
 - (vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

L.2 FACSIMILE PROPOSALS (52.215-5) (OCT 1997)

(a) *Definition.* "Facsimile proposal," as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.

(b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.

(c) The telephone number of receiving facsimile equipment is: **801.975.3483, ATTN: Tamera Draper.**

(d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document -

- (1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;
- (2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and
- (3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

(e) The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

L.3 TYPE OF CONTRACT (52.216-1) (APR 1984)

The Government contemplates award of a Fixed-Price contract resulting from this solicitation.

L.4 NOTICE TO BUY AMERICAN ACT REQUIREMENT – CONSTRUCTION MATERIALS (52.225-10) (FEB 2009)

(a) Definitions. "Commercially available off-the-shelf (COTS) item," "construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act--Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) *Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) *Evaluation of offers.* (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) *Alternate offers.* (1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested -

- (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
- (ii) May be accepted if revised during negotiations.

L.5 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (52.252-1) (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions

may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

www.acquisition.gov/far/ www.usda.gov/procurement/policy/agar.html

L.6 INQUIRIES (452.204-70) (FEB 1988)

L.7 PRE-BID/PRE-PROPOSAL CONFERENCE (452.237-71) (FEB 1988)

A pre-bid site visit is planned Thursday, August 16, 2012 at 1:00 p.m.

SECTION M - Evaluation Factors for Award

M.1 AWARD DETERMINATION

FAR 15.101 Best Value Continuum

Technical and past performance when combined are significantly more important than cost or price.

Basis of Award: A purchase order will be awarded to the offeror considered best value to the Government as determined by the Contracting Officer. Best value will be determined by evaluating the contractor's Experience of Firm and Key Personnel in similar projects (all relevant electrical experience in the past 5 years), Past Performance List (for references) and Narratives, Technical Capability and Cost/Price. The Experience and Equipment form included in this solicitation may be used as a basis for providing this information; however **it is in the contractor's best interest to submit statements that fully address the evaluation factors.**

Failure to adequately address any item or sub-item could remove your quote from consideration and/or reduce your rating.

Award may not necessarily be made to the offeror submitting the lowest quote.

The following evaluation factors are listed in descending order of importance.

1. **Technical Capability**
 - a. Description of company's technical capability and experience relative to electrical work
 - b. Strategy to accomplish work within the period of performance
2. **Experience of Firm and Key Personnel**
 - a. Description of Key Personnel and their technical abilities, training, experience and education relating to electrical work
3. **Past Performance List and Narratives**
 - a. Recent relevant contracts which support performance in similar projects and efforts in electrical work in the past 5 years
 - b. Minimum of three (3) references

The Government may also use past performance information obtained from other than the sources identified by the offeror.

Information obtained from the Past Performance Information Retrieval System (PPIRS) database located at <http://www.ppirs.gov> is one of the sources that will be utilized. PPIRS functions as the central warehouse for performance assessment reports received from several Federal performance information collection systems and is sponsored by the DOD E-Business Office and administered by the Naval Sea Logistics Center Detachment Portsmouth.

Firms lacking a past performance record (e.g., new firms or those with no relevant experience within their organization) will be treated as an unknown performance risk, receiving a neutral score in this criteria. A neutral score will be established as the average of all other competing offerors, or the average of the total score available, whichever is less.

4. **Cost/Price**

Technical Capability/Experience and Past Performance when combined are approximately equal to price. It is the Government's intent to assess the price/cost breakdown to determine reasonableness and offeror's understanding of the work and ability to perform the contract.

Appendix #1

AGAR 452.209-70 Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction

(Contractor is required to fill this form out and return along with any quote submitted for this solicitation)

Alternate 1 (Feb 2012). The Contracting Officer shall use this alternate for all **Forest Service** solicitations above the micro-purchase threshold:

(a.) Awards made under this solicitation are subject to the provisions contained in the Consolidated Appropriations Act, 2012 (P.L. No. 112-74), Division E, Sections 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies. To comply with these provisions, all offerors must complete paragraph (1) of this representation, and all corporate offerors also must complete paragraphs (2) and (3) of this representation.

(b) The Offeror represents that –

- (1) The Offeror is [], is not [] (*check one*) an entity that has filed articles of incorporation in one of the fifty states, the District of Columbia, or the various territories of the United States including American Samoa, Federated States of Micronesia, Guam, Midway Islands, Northern Mariana Islands, Puerto Rico, Republic of Palau, Republic of the Marshall Islands, U.S. Virgin Islands. (Note that this includes both for-profit and non-profit organizations.)

If the Offeror checked “is” above, the Offeror must complete paragraphs (2) and (3) of the representation. If Offeror checked “is not” above, Offeror may leave the remainder of the representation blank.

- (2) (i) The Offeror has [], has not [] (*check one*) been convicted of a felony criminal violation under Federal or State law in the 24 months preceding the date of offer.
- (ii) Offeror has [], has not [] (*check one*) had any officer or agent of Offeror convicted of a felony criminal violation for actions taken on behalf of Offeror under Federal law in the 24 months preceding the date of offer.
- (3) The Offeror does [], does not [] (*check one*) have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Name of Company: _____

Name of Company Representative: _____

Signature of Representative: _____

Date: _____

Appendix #2 – Wage Determination

General Decision Number: UT120002 01/06/2012 UT2
Superseded General Decision Number: UT20100018
State: Utah
Construction Type: Residential

Counties: Beaver, Carbon, Daggett, Duchesne, Emery, Garfield, Grand, Iron, San Juan, Sanpete, Sevier and Uintah Counties in Utah.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories)

Modification Number Publication Date
0 01/06/2012

* SUUT1997-002 09/01/1997

	Rates	Fringes
CARPENTER.....	\$ 7.25	
ELECTRICIAN.....	\$ 7.25	
Laborers:		
Hod Carrier.....	\$ 7.25	
Unskilled.....	\$ 7.25	
PAINTER.....	\$ 7.25	
PLUMBER.....	\$ 9.00	
Power equipment operator - backhoe.....	\$ 7.25	
ROOFER, Including Built Up, Composition and Single Ply Roofs.....	\$ 8.00	

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION